

A. G. Contract No. KR94 0396TRN
ECS File No.: JPA 94-33
Project: G2945 03P/G8118 10P
Section: Rural Transit Management
Mentoring Program

**AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE ARIZONA TRANSIT ASSOCIATION, INC.**

THIS AGREEMENT is entered into 10 AUGUST, 1994,
pursuant to Arizona Revised Statutes Section 28-108, between
the STATE OF ARIZONA, acting by and through its DEPARTMENT OF
TRANSPORTATION (the "State") and the ARIZONA TRANSIT
ASSOCIATION INC., acting by and through its PRESIDENT (the
"AzTA").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108, 28-112 and 49 USC 1622 Section 26 (A)(2) to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The AzTA is empowered to enter into this agreement and has by resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the AzTA.

3. The State is responsible for administering federal transportation grants to local governments and private entities which provide rural areas of the State with public transportation and transportation for the elderly and disabled. A significant portion of the rural areas within the State are unaware of the availability of the Section 18 and Section 16 programs. In an effort to better serve the transportation needs of the public, the Federal Transit Administration, through the State, has made funds available to the AzTA to seek out and inform and mentor prospective users of the program of it's availability, as well as how to obtain and utilize the grants.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. <u>18812</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>08/10/94</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Vicky Greenwood</u>

II. SCOPE

1. The AzTA will:

a. Develop, establish, implement and administer a Rural Transit Mentoring Program in strict accordance with Exhibit A, which is attached hereto and made a part hereof. Focus the AzTA's best efforts towards the ultimate success of the overall program. Coordinate with the State and FTA as appropriate during program development and provide written progress reports after each phase of the program, and a comprehensive final report.

b. Provide in-kind match funding in the amount of \$8,000.00 from sources other than the FTA and the State.

c. No more often than monthly, invoice the State for program costs in a total amount not to exceed \$32,000.00 for State fiscal years 93-94 and 94-95.

2. The State will:

a. Assist the AzTA in the development of prospective target areas for the program, and communicate public inquiries regarding the program to the AzTA.

b. Reimburse the AzTA for the reasonable direct actual costs of the program, in a total amount not to exceed \$32,000.00 during State fiscal years 93-94 and 94-95, within thirty days after receipt and approval of invoices.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date.

2. Should the work be completed at a lower cost than the grant amount, or for any other reason should any of these funds not be expended, a proportionate amount of the funds provided under this agreement shall be reimbursed to the State.

3. This agreement shall become effective upon execution by the parties hereto, and may be amended in writing by agreement of the parties.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Arizona Transit Association
Executive Director
c/o Regional Public Transit Authority
302 N. First Avenue Suite 700
Phoenix, AZ 85003

8. Attached hereto and incorporated herein is the written determination of legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

ARIZONA TRANSIT ASSOCIATION, INC. STATE OF ARIZONA
Department of Transportation

By L. R. Chandler
AL CHANDLER
President

By Harry A. Reed
HARRY A. REED, Director
Transportation Planning
Division

RESOLUTION

BE IT RESOLVED on this 17th day of January 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Transportation Planning Division, to enter into an agreement with the Arizona Transit Association, Inc. for the purpose of defining responsibilities for the development and implementation of a Rural Transit Management Mentoring Program to assist rural areas of the State in the Section 18 program.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Director, Transportation Planning Division.



For, LARRY S. BONINE
Director

EXHIBIT A

SCOPE OF WORK

**THE ARIZONA TRANSIT ASSOCIATION (AzTA)
IN PARTNERSHIP WITH THE
ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT)
RURAL TRANSIT MANAGEMENT MENTORING PROGRAM**

GOAL:

To identify rural areas in need of public transportation services and prepare potential providers in those areas for the solicitation and management of transportation contracts.

FIRST YEAR OBJECTIVE:

To prepare a minimum of three potential providers in targeted rural areas for the management of rural transit programs. To match these potential providers, once they are prepared, with recipients of Section 18 funding and other funding that is available for the start up of new transportation programs and services within the rural areas of the State of Arizona.

TASK ONE: RURAL COMMUNITY & OPERATOR OUTREACH

The first phase of the program involves reaching out to rural communities identified as having significant unmet transit needs; and bringing to their attention the available opportunities that ADOT and the FTA might be able to offer.

Solicitation and an applications process would be made available to any qualified firm within the targeted area interested in pursuing potential contractual opportunities for transit in rural areas. Upon confirmation and acceptance, the board of directors (which includes ADOT transit and management staff as members) potential providers selected for the "mentoring program" will begin an intensified transit management training program.

AzTA will make maximum utilization of RTAP training resources available from both ADOT and the national RTAP program.

Potential providers will be monitored throughout the course of the year and progress reports will be documented for both research and analytical purposes.

Products:

- 1) List of potential candidates
- 2) List of finalists
- 3) Quarterly progress narratives
- 4) Matrix of opportunities

TASK TWO: PROFESSIONAL DEVELOPMENT AND PEER MENTORING

Training of potential providers within the "mentoring program" will consist of a minimum of six months preparation and include but not be limited to:

Preparation on how to respond to an RFP
Studies of current Federal/State transportation laws
Transportation Planning in the ISTEA era
System Design
Operational Planning
Safety Issues
ADA Compliance
Clean Air Act
Maintenance issues
Procurement
Human Resource management
Vehicle Acquisition

Potential providers will be expected to be actively involved with appropriate peer organizations including the state transit association (AzTA). Potential providers may also be involved with the Public Private Transit Network (PPTN) depending on the availability of that resource.

Potential providers will be provided direction as to what formal educational opportunities exist at the university and college levels.

Potential providers will "mentor" with various local state and rural transit properties already in existence.

Training opportunities will also be open to current ADOT transit program agencies on a space available basis.

Upon completion of the program, potential providers will develop a business plan outlining how they would implement transit services in a rural community and would respond to RFP's in their respective rural areas.

Products:

- 1) Quarterly progress narratives including analysis of linkages between contractors and FTA grantees.
- 2) Training outline & schedule for ADOT approval.
- 3) Business Plan drafts for ADOT review.

TASK THREE: EVALUATION

The most important aspect of this phase is one of evaluation, statistical analysis and review.

The program's strengths and weaknesses will be documented and revised accordingly.

Successes will be measured by the number of new system start-ups or contracting opportunities enhanced during the first year program.

This task will culminate in the preparation of a final report to ADOT on the findings and results of the program; suggestions on revision, expansion and improvement of the program; and assessment of the replicability of the program in other states.

ADOT'S ROLE:

The role of ADOT will be critical to the success of the program.

ADOT has committed to helping AzTA develop leads for areas in need of, or who have expressed an interest in transit services.

ADOT will help set up the initial contacts in rural areas indicating interest in transit services.

ADOT is willing to provide funding for this project. Funding from ADOT will be used in the areas of training, administration and implementation.

ADOT will work closely with AzTA to ensure that the program meets with some initial success.

AzTA'S ROLE:

AzTA will be the prime administrator of the program.

AzTA will, with the help of ADOT, manage the rural community outreach aspect of the plan.

AzTA, in partnership with ADOT, will develop the selection criteria needed for application into the program.

The AzTA Board of Directors, after ADOT approval, will confirm the appointments into the program.

AzTA will develop and coordinate the training aspects of the

program to maximize resources available from and through ADOT, and may also explore resources available from other sources.

AzTA will document and submit comprehensive reports to the ADOT after each phase of the program.

AzTA, with the help of ADOT, will monitor and make changes to the program as needed to ensure success.

AzTA will be responsible for the coordination and dissemination of all statistical analysis and reports.

FUNDING REQUIREMENTS:

NOTE: Funding requests from ADOT will be asked for in phases. The FTA, ADOT or AzTA upon comprehensive analysis of each ending phase, may withdraw from or suspend funding if they feel the program is not meeting with success.

TASK ONE FUNDING REQUIREMENTS:

Advertisement	\$ 600.00
Community Outreach/Travel	1,400.00
Administrative	750.00
Part-Time Coordinator	5,000.00
Initial Publication Preparation for the FTA (analysis/review)	3,000.00
Total	\$10,750.00

TASK TWO FUNDING REQUIREMENTS:

Training	\$ 5,000.00
Administrative	750.00
Part-Time Coordinator	5,000.00
Continued Publication Preparation for the FTA (analysis/review)	3,000.00
Total	\$13,750.00

TASK THREE FUNDING REQUIREMENTS:

Administrative	\$ 1,000.00
Final Publication Preparation	5,000.00
Dissemination of Research Results (to serve as a model)	1,500.00
Total	\$ 7,500.00

FUNDING FROM ADOT:

TASK ONE (1st six months)	\$10,750.00
TASK TWO (2nd six months)	13,750.00
TASK THREE (3rd six months)	<u>7,500.00</u>
Total Funding from ADOT	\$32,000.00
In-Kind Match	<u>8,000.00</u>
Total Program Funding	\$40,000.00

ADOT will contribute a mix of matching funds in each respective phase. Potential funds may come from both RTAP and Section 26(A)2 funding grants.

In addition we hope to have the rural communities buy into the program and work with potential providers selected from their respective areas.

NOTE: At the end of any phase the FTA, ADOT or AzTA may withdraw from and/or suspend funding if they feel the program is not meeting with success.



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS
ATTORNEY GENERAL

MAIN PHONE : 542-5025
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR94-0396-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 5th day of August, 1994.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8577G